



GENERAL INFORMATION CITY OF FRISCO, TEXAS

COMPETITIVE SEALED PROPOSAL NO 1208-070

GENERATOR UPGRADE AT THE CITY OF FRISCO CENTRAL FIRE
STATION

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DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF  
ADMINISTRATIVE SERVICES PRIOR TO:

***AUGUST 30, 2012 @ 2:00PM CST***

***NO LATE PROPOSALS WILL BE ACCEPTED***

**CD OR FLASHDRIVE AND FOUR COPIES REQUIRED**  
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**DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:**

CITY OF FRISCO
TOM JOHNSTON, DIRECTOR
OF ADMINISTRATIVE
SERVICES
6101 Frisco Square Blvd.
FRISCO, TX 75034

**Deadline for Submittal of
Questions**

August 17, 2012 @ 4:00PM CST
Send to
purchasing@friscotexas.gov

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE
CONTACT:

Tom Johnston, CPPO, C.P.M.
Director of Administrative Services
tjohnston@friscotexas.gov
972 292 5540

Jean Stellatella, CPIM, CPPB
Buyer
jstellatella@friscotexas.gov
972 292 5541



CITY OF FRISCO
COMPETITIVE SEALED PROPOSAL NUMBER
1208-070

**RFP for GENERATOR UPGRADE AT THE CITY OF FRISCO CENTRAL
FIRE STATION**

**PROPOSER MUST SUBMIT ORIGINAL PROPOSAL ON A CD OR FLASHDRIVE PLUS
FOUR COPIES TO FACILITATE EVALUATION. IF FOUR COPIES ARE NOT SUBMITTED
WITH THE ORIGINAL CD OR FLASHDRIVE, YOUR PROPOSAL MAY BE CONSIDERED AS
"NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR
FURTHER EVALUATION.**

**THE CITY OF FRISCO (THE "CITY") IS ACCEPTING COMPETITIVE SEALED
PROPOSALS FOR A GENERATOR UPGRADE AT THE CITY OF FRISCO CENTRAL
FIRE STATION**

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

There is a Question Deadline of August 17, 2012 at 4:00PM CST. All questions should be emailed to purchasing@friscotexas.gov

Contractors are required to visit the site prior to submitting a proposal. Contact Donnie Mayfield (972).670.4054 to schedule the site visit. Sign in is required. Only Contractors who have visited the site prior to submitting a proposal will be permitted to proposal.

Proposal must be received by August 30, 2012 at 2:00 PM CST BY THE DIRECTOR OF ADMINISTRATIVE SERVICES'S OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.

Proposals will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on August 30, 2012 at 2:05 PM.CST.

Write the competitive sealed proposal number 1208-070, Request for Proposal for a Generator Upgrade at the City of Frisco Central Fire Station and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Proposing" attached hereto. Each Proposer is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposal. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/PROPOSAL FORM

The successful Proposer may be required to execute a written contract.

BONDING REQUIREMENTS

Proposals must be accompanied by a cashiers check or certified check upon a national bank, or a bid bond from a reliable surety company in an amount not less than five percent (5%) of the total maximum proposal price, as a guarantee that the proposer will enter into a contract and execute a performance bond and a payment bond within (10) days after notice of award of contract to him. A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$50,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for one hundred percent (100%) of the contract price. **A five percent (5%) BID BOND or CASHIERS CHECK must be submitted with the Proposal.**

GENERAL CONDITIONS OF PROPOSING

1. INSTRUCTIONS: These instructions apply to all proposals and become a part of the terms and conditions of any proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by Proposer when submitting proposal.

PROPOSAL

2. FORM: Proposers must submit an original on a CD or Flashdrive and four(4) copies of the sealed proposal/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copies may result in the proposal being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of proposal closing. In the case of estimated requirement contract proposal, the prices must remain firm for the period as specified in the proposal. "Discount from list" proposals are not acceptable unless specifically requested in the proposal.
4. QUANTITIES: In the case of estimated requirements contract proposal, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this proposal regardless of quantity. The successful Proposer shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.

5. **ERROR-QUANTITY:** Proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. **F.O.B./DAMAGE:** Quotations shall be proposal F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful Proposer shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. **DELIVERY PROMISE-PENALTIES:** Proposals **MUST** show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the proposer shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting proposer.
8. **PROPOSER SHALL PROVIDE:** With this proposal response, the proposer shall provide all documentation required. Failure to provide this information may result in rejection of proposal.
9. **ALTERING/WITHDRAWAL OF PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No proposal may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services's approval.
10. **PRESENTATION OF PROPOSALS:** No oral, telegraphic, telephonic, e-mailed, or facsimile proposals will be considered at this time. All proposals must be submitted in a sealed envelope.
11. **CORRESPONDENCE:** This proposal number must appear on ALL correspondence, inquiries, proposal submittal documents, etc. pertaining to this Competitive Sealed Request for Proposal.
12. **ADDENDA:** Any interpretations, corrections or changes to this Competitive Sealed Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Competitive Sealed Request for Proposal. Proposers shall acknowledge receipt of all addenda in the designated area on the proposal document. It is the responsibility of the proposer to ensure receipt of all addenda and to include the changes in the submitted proposal document.

13. LATE PROPOSALS: Proposals received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. PROPOSAL OPENINGS: All proposals submitted will be read at the City's regularly scheduled proposal opening for the designated project. However the reading of a proposal at proposal opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive.

The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful proposer upon award of the contract and according to state law; all proposals received will be available for inspection at that time, unless otherwise provided by law.

15. PROPOSAL TABULATION: Proposers desiring a copy of the proposal tabulation may request it by enclosing a self-addressed stamped envelope with proposal. PROPOSAL RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov/proposals . If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov .
16. PROTESTS: All protests regarding the proposal solicitation process must be submitted in writing to the City within five (5) working days following the opening of proposals. This includes all protests relating to advertising of proposal notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this proposal. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.
17. PROPOSAL AWARD: The City reserves the right to award a separate contract to separate proposers for each item/group or to award one contract for the entire proposal. Unless stipulated in the attached proposal specifications, the contract will be awarded to the proposer who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS** A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.
20. **ASSIGNMENT:** The successful proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Proposals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than reference, proposer must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH PROPOSAL UNLESS REQUESTED.**
22. **TESTING:** An agent so designated, by the City, may perform testing at the request of the City.
23. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. **DELIVERY:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. **PATENT RIGHTS:** The Proposer agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with proposals. Any proposal submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN PROPOSAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible proposer.
32. INVOICES: Invoices must be submitted by the successful proposer to the City of Frisco, Finance Division, accountspayable@friscotexas.gov

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bid. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide

products/services, based upon bid price, to any other participant in the Forum.

35. **AUDIT:** The City reserves the right to audit the records and performance of successful proposer during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL PROPOSER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful proposer fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful proposer.
38. **ACCEPTABILITY:** All articles enumerated in the proposal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the proposer and at its expense. All disputes concerning quality of supplies utilized in the performance of this proposal will be determined solely by the City Director of Administrative Services or designated representative.
39. **REMEDIES:** The successful proposer and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. NO PROHIBITED INTEREST: The proposer acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
43. DISCLOSURE OF CERTAIN RELATIONSHIPS
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's proposal or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)
Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

Supplemental Information

Texas Government Code Section 2252.002 Non-resident proposers. A governmental entity may not award a governmental contract to a nonresident proposer unless the nonresident under bids the lowest proposal submitted by a responsible resident proposer by an amount that is not less than the amount by which a resident proposer would be required to under bid the nonresident proposer to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this proposal, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: _____

Title of Officer: _____

Signature of Contractor: _____

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS *

*

COUNTY OF COLLIN *

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____,
2012

Signature of Notary Public in and for the State of Texas

STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

For explanation please see Terms and Conditions Item #43

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		OFFICE USE ONLY
1	Name of person doing business with local governmental entity.	Date Received
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.	

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Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

- 5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

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Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

PROPOSER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND FOUR (4) COPIES INCLUDED?
ALL BLANKS COMPLETED ON THIS PROPOSAL FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

Scope of Service

The City of Frisco, Texas is accepting competitive sealed proposals for a turn-key operation for a diesel engine driven generator upgrade to include the purchase of the generator, site preparation, and all tasks associated with installation and start up at the City of Frisco Central Fire Station located at 8601 Gary Burns Drive, Frisco, Texas 75034.

Minimum Contractor Requirements

Contractors are required to visit the site prior to submitting a proposal. Contact Donnie Mayfield (972).670.4054 to schedule the site visit. Sign in is required. Only Contractors who have visited the site prior to submitting a proposal will be permitted to proposal.

This is a federal grant project. The following federal regulations apply: Davis-Bacon Act; the Contract Work Hours and Safety Standards Act (CWHSSA); the Copeland Act; and the Fair Labor Standards Act.

Davis-Bacon Act :

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

Wage Decision:

The Davis-Bacon wage decision is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid. Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is “locked-in” and no future modifications are applicable to the contract or project involved. The Department staff will include the wage decision in the proposal solicitation and the contract.

Posting The Wage Decision

The Davis-Bacon Labor Standards poster, *Notice to All Employees* (Form WH-1321), and wage decision must be posted at the site of the funded activity during the construction.

Certified Payrolls

Certified payroll must be completed by the contractor and submitted weekly to the Point of Contact for the City of Frisco Fire Department.

The Contract Work Hours and Safety Standards Act (CWHSSA):

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts **except** where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.

The Copeland Act (Anti-Kickback Act):

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally assisted project) to **kickback** (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

The Fair Labor Standards Act (FLSA):

The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

The successful proposalder will be required to aproposale by these regulations in the following manner:

- (1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates regardless of any contractual relationship which may be alleged to exist between the contract or subcontractor and the laborers and mechanics;
- (2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of work; and
- (3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay laborers and mechanics employed by the contractor or subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractor or their agents.

List of Contractor Submittal Requirements

BONDING REQUIREMENTS – All Bonds stated below are required for this project.

Proposals must be accompanied by a cashier's check or certified check upon a national bank, or a bid bond from a reliable surety company in an amount not less than five percent (5%) of the total maximum proposal price, as a guarantee that the proposer will enter into a contract and execute a performance bond and a payment bond within (10) days after notice of award of contract to him. A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$50,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for one hundred percent (100%) of the contract price. **A five percent (5%) BID BOND or CASHIER'S CHECK must be submitted with the proposal package.**

A minimum of three references from the past three years for jobs of similar size and complexity. Provide company names, addresses, Points of Contact, phone numbers and email addresses.

Debarment and Suspension

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for participants in primary covered transactions, as defined at 28 C.F.R. Part 67.510 (Federal Certification), the City of Frisco will not do business with an entity or the principal(s) of an entity that is listed as debarred, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

The entity agrees to provide a list of sub-contractors and the following information to the City of Frisco before the project begins:

- Name of Sub-Contractor Company
- Address of Sub-Contractor Company
- Tax identification Number of Company
- Name of Principal(s) of Sub-Contractor Company
- Address of Sub-Contractor Principal(s)

SUB-CONTRACTOR LISTING

Please give us the details as listed below for your sub-contractors. If you have a crew that is employed by your company, please list his/her name.

Company Name _____

Principal(s) _____

Tax Identification Number - _____

Address _____

Phone _____

Estimated Payment _____

Company Name _____

Principal(s) _____

Tax Identification Number - _____

Address _____

Phone _____

Estimated Payment _____

Company Name _____

Principal(s) _____

Tax Identification Number - _____

Address _____

Phone _____

Estimated Payment _____

Company Name _____

Principal(s) _____

Tax Identification Number - _____

Address _____

Phone _____

Estimated Payment _____

Company Name _____

Principal(s) _____

Tax Identification Number - _____

Address _____

Phone _____

Estimated Payment _____

Company Name _____
Principal(s) _____
Tax Identification Number - _____
Address _____
Phone _____
Estimated Payment _____

Company Name _____
Principal(s) _____
Tax Identification Number - _____
Address _____
Phone _____
Estimated Payment _____

Company Name _____
Principal(s) _____
Tax Identification Number - _____
Address _____
Phone _____
Estimated Payment _____

Company Name _____
Principal(s) _____
Tax Identification Number - _____
Address _____
Phone _____
Estimated Payment _____

Company Name _____
Principal(s) _____
Tax Identification Number - _____
Address _____
Phone _____
Estimated Payment _____

List material suppliers:

Signature _____

Date _____, 20 _____

Debarment and Suspension Certification Definition & Form

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67.510 (Federal Certification). The prospective participant certifies that it, its' principals, and its' sub-contractors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Eligible entities are listed at www.sam.gov, and the State Debarred Vendor List.
2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (2) of this certification; and
4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; or
5. Is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224.

Print Name

Title

Organization

Signature

Federal Funding Accountability:

- (1) Provide a Central Contractor Registration Number.
- (2) Maintain registration with the Central Contractor Registration (<http://www.sam.gov>) at all times during the contract period.
- (3) Provide a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number (<http://www.dnb.com/us>) if awarded the contract.
- (4) Report executive compensation information for the five most highly compensated executives in the preceding year if all of the following criteria are met:
 - a. The entity received 80% or more of its annual gross revenues in federal awards.
 - b. Entity revenues are greater than \$25 million annually,
 - c. The public does not have access to compensation of the executives through periodic reports filed under 13(a) or 14(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d), or Section 6104 of the Internal Revenue Code of 1986.

Notice to Proceed

This Notice states the date the contractor shall begin work and is signed by both the Point of Contact for the City of Frisco Fire Department and the contractor. This date will correspond with the initial certified payroll form dates.

Specifications

See the attached zip file named RWB Specs for Generator Upgrade for the specifications for the General Provisions and the Technical Specifications for the Diesel Engine Driven Generator Sets.

Evaluation Criteria

A team of representatives from the Fire Department, City Manager's Office, and Purchasing will evaluate the proposals using the criteria listed below in order of importance.

I. Experience of the Proposer

Has the Proposer constructed projects of similar size, type and complexity?

Has the City or its agents worked satisfactorily with the Proposer in the past?

Has the Proposer demonstrated experience and successful compliance with the requirements of the Davis / Bacon Act?

Has the Proposer provided the City with a CCR and DUNS Number for their firm and for all Subcontracts proposed for the Project?

Is the Proposer accessible for warranty item management?

II. Past Performance of the Proposer

Is the quality of Proposer's work good?

Does the Proposer stay on schedule?

Does the Proposer pay subcontractors on time?

Does the Proposer work well with the owner on change orders?

Does the Proposer timely complete warranty work?

III. Proposed personnel and management team

Are Proposer's personnel experienced in similar projects?

Have the proposed personnel demonstrated the ability to demand quality work?

IV. Reputation

Is the Proposer considered a “team player” or is it adversarial?

Has the Proposer demonstrated a long term presence in the DFW market?

Have past clients expressed a willingness to work with the Proposer?

V. Financial Strength

Is the Proposer adequately capitalized?

VI. Methodology

Has the Proposer demonstrated a history of working with underutilized businesses?

VII. Compensation

How does the compensation, including preconstruction and construction services, quoted by the Proposer rank in relation to all other qualified proposals?

Successful proposers will have an opportunity to meet with the team to discuss the results of the evaluation and review the final proposals. Reference calls will occur at this time.

Selection Process and Method of Award

The project will be awarded to one contractor.

Each submittal will be evaluated based on the Evaluation Criteria listed above.

Develop a Short List

Interview Contractors on the Short List

Select a Contractor

Execute a Contract

Obtain City Council Approval

Notice to Proceed

Required Submittals

In addition to the material included in the City of Frisco RFP document, each proposal must follow the format described in this section. Any proposal which does not adhere to this format may be eliminated from further consideration at the discretion of the City of Frisco.

Section 1: Title Page

The Title Page shall include the proposal number, the title (Generator Upgrade at the City of Frisco Central Fire Station) and the name of your organization. It shall be signed by an officer of your company authorized to bind the organization in contracts.

Section 2: Table of Contents

Provide page numbers for the beginning of each section of your proposal.

Section 3: Executive Summary

Provide a brief description of the following areas of your company and all third-party vendors proposing to work on this project including:

1. Experience with similar projects of relevant scope and size
2. Stability of your organization

The Executive Summary shall not exceed 3 pages in length.

Section 4: Company Background

Provide a brief history of your company and all third-party vendors involved in this proposal. Include information such as when it was founded, number of active installations of the proposed product, name of parent and subsidiary company(s) or owners, if privately owned, etc.

Section 5: Pricing

The proposer must detail by item, all site preparation, all hardware, all installation services, and start up required for the generator upgrade as described in the proposal.

Section 6: Installation

Describe the plan to install the generator upgrade, including time frame and cost.

The successful contractor will be required to execute a contract.

Section 7: References

The proposer must furnish references for at least three (3) customers for whom they have provided a generator upgrade within the past three (3) years that closely matches the proposed system in use and size. Include contact information with name, title, telephone numbers and email addresses.

Inquiries

All questions should be emailed to purchasing@friscotexas.gov All questions will be answered in an Addendum within 48 hours after the Question Deadline of August 17, 2012 at 4PM CST.



CITY OF FRISCO PURCHASING DIVISION

SIGNATURE FORM

1208-070

**GENERATOR UPGRADE AT THE CITY OF FRISCO CENTRAL FIRE
STATION**

The undersigned certifies that the proposal prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Request for Proposal.

I hereby certify that the foregoing proposal has not been prepared in collusion with any other proposer or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposal on, or to influence any person or persons to proposal or not to proposal thereon."

Name of Proposer: _____

Address of Proposer: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By: _____ (print name)

Title: _____ Federal ID #/SSN #:

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____